

APPROVAL OF CONSENT AGENDA

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: David Quigley, Planning and Zoning Manager/(954) 797-1075

PREPARED BY: Maria C Sanchez, Planner II

SUBJECT: Developer's Agreement: DA 3-1-08, South Florida Church of Christ/9191 Orange Drive/Generally located at the north side of Orange Drive and east of SW 92nd Avenue

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SOUTH FLORIDA CHURCH OF CHRIST TO MAINTAIN AN EXISTING SIGN WITHIN TOWN OF DAVIE RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE. (DA 3-1-08, South Florida Church of Christ, 9191 Orange Drive)

REPORT IN BRIEF: The current owner (South Florida Church of Christ) of the subject property located at 9191 Orange Drive is requesting approval of a Developer's Agreement (DA 3-1-08, South Florida Church of Christ). This agreement will allow the current owner to maintain an existing sign within the Orange Drive public right-of-way.

The public right-of-way for Orange Drive was originally designated as a Collector Road (80' wide Right-of-Way) on the County Trafficways Plan, and was proposed to be widened to a four (4) lane road. The Town of Davie requested that Orange Drive be removed from the County Trafficways Plan. On June 27, 2003, the County transferred it to the Town as a local right-of-way to maintain the existing two (2) lanes.

When Orange Drive was still controlled by the County, the previous owner (Cornerstone Church) entered into an agreement with the County to allow the sign within the right-of-way but with a requirement to maintain an insurance policy on the sign to protect the County from liability. Broward County Department of Engineering will not release the applicant from the agreement until a new agreement has been established between the current owner and the Town of Davie. South Florida Church of Christ is proposing an agreement with the Town of Davie to allow continuation of the sign within the right-of-

way but also proposes to replace the insurance requirement with a provisions in the agreement indemnifying the Town from liabilities associated with the sign.

The item was reviewed by Development Review Committee on May 28, 2008. The application was found sufficient and was released.

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds that the application is complete and suitable for transmittal to Town Council for consideration.

Attachment(s): Resolution, Exhibit (Agreement), Justification Letter, Survey, Picture, Future Land Use Map, Zoning and Aerial Map

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SOUTH FLORIDA CHURCH OF CHRIST TO MAINTAIN AN EXISTING SIGN WITHIN TOWN OF DAVIE RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the South Florida Church of Christ is the owner of a parcel of land within the Town of Davie at 9191 Orange Drive; and

WHEREAS, Broward County originally agreed to the development of a sign within the Orange Drive public right-of-way; and

WHEREAS, Broward County turned over Orange Drive public right-of-way to the Town of Davie; and

WHEREAS, the owner desire to maintain an existing sign within Orange Drive public right-of-way adjacent to the lot frontage of 9191 Orange Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit (Developer Agreement).

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.

Exhibit (*Developer's Agreement*)

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT is entered into this ____ day of _____, 2008 by and between **TOWN OF DAVIE, a municipal corporation**, pursuant to the laws of the State of Florida (herein referred to as ("**Town**") and **The SOUTH FLORIDA CHURCH OF CHRIST**, (hereinafter referred to as ("**South Florida Church of Christ**").

WITNESSETH

WHEREAS, The South Florida Church of Christ owns a parcel of land within the Town of Davie located at 9191 Orange Dr., Davie, FL, 33328.

WHEREAS, Broward County has previously permitted the development as a Community Facility.

WHEREAS, the Town is willing to allow The South Florida Church of Christ to maintain an existing sign within the Orange Drive public right of way.

WHEREAS, Broward County has an agreement in place to allow for entrance sign to be placed in existing right-of-way at south side of the property on Orange Drive.

NOW THEREFORE, in consideration of the mutual promises, covenants, payments hereinafter set forth, the parties agree as follows:

RECITALS

1. **Recitals**: The above recitals are true and correct and incorporated herein by reference as set forth in full in this section.

2. **Existing Sign**: Town shall allow The South Florida Church of Christ to keep the sign within the Orange Drive public right of way, as shown on the survey attached hereto and incorporated herein.

3. **Additional Obligations**: The South Florida Church of Christ will at all times maintain said sign at their expense. In addition, the parties to this Agreement agree that if, in its sole reasonable judgment, the Town deems, at any time, that said sign is not being maintained or used in any manner consistent with the terms of this Agreement or if in its sole reasonable judgment the Town, it determines that the sign must be moved or torn down, the Town has the unilateral right to replace, repair, relocate or remove any such sign, at the sole discretion of the Town. The Town shall provide The South Florida Church of Christ with thirty (30) days written notice of its intent to replace, repair,

relocate, or remove the sign and, where possible, allow The South Florida Church of Christ the opportunity to replace, repair, relocate or remove the sign prior to the Town taking such action. All reasonable costs associated with the removal, relocation, replacement or repair of the sign will be borne exclusively by The South Florida Church of Christ regardless of which party undertakes such replacement, repair, relocation, or removal of said sign.

4. **Recordation:** This Agreement shall be recorded in the Public Records of Broward County, Florida at South Florida Church of Christ's cost and a certified copy shall be provided to the Town thereafter.

5. **Notices:** All notices sent to any person pertaining to this Agreement shall be in writing and transmitted by messenger, certified mail, return receipt requested, and shall be delivered at the following addresses:

As to the Town:	Town of Davie Planning and Zoning Manager 6591 Orange Drive Davie, Florida 33314
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As to Association:	South Florida Church of Christ 9191 Orange Ave. Davie, Florida 33328
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6. **Release and Indemnification by South Florida Church of Christ:** The South Florida Church of Christ's agree that they shall hold harmless and indemnify the Town, its employees, officers directors, agents, servants, engineer or any other professional engaged by the Town from any and all claims, from any and all actions, causes of actions, claims, demands, liabilities, losses, damages or expenses including attorney's fees (incurred prior to the situation of litigation and in litigation to include trial and appellate proceedings) which shall or may arise or occur at any time by reason of the erection or maintenance of the sign within the Orange Drive public right of way, which is the subject matter of this Agreement.

7. **Entire Agreement:** This Agreement sets forth the entire Agreement between The South Florida Church of Christ and the Town, with respect to the referenced matter, and shall become effective upon execution by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the agreement as of the day and year first written above.

TOWN: TOWN OF DAVIE, a municipal corporation

WITNESSES:

By: _____

Print Name: _____

Title: Mayor Council Member

Date:

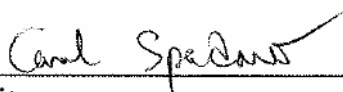
ATTEST:

By: _____

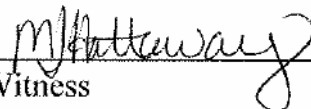
TOWN CLERK

Print Name: _____

Title: Town Administrator



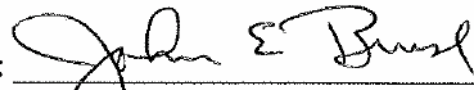
Witness



Witness

Witness

Witness

By: 

**South Florida Church of Christ,
Chairman of the Board of Directors,
John E. Brush**

**STATE OF FLORIDA
COUNTY OF BROWARD**

I HEREBY CERTIFY that the foregoing instrument was sworn to under oath before me this _____ day of _____, 2008 by _____, **Mayor of the TOWN OF DAVIE, a municipal corporation**, and he/she acknowledges executing the same voluntarily and freely by the authority vested in him/her by said municipal corporation and who is personally known to me or has produced a _____ as identification.

Notary Public: _____

Print Name: _____

NOTARY PUBLIC, State of Florida

Serial No: _____ My Commission Expires: _____

**STATE OF FLORIDA
COUNTY OF BROWARD**

I HEREBY CERTIFY that the foregoing instrument was sworn to under oath before me this 16th day of June, 2008 by **John E. Brush, Chairman of the Board, The South Florida Church of Christ** and he acknowledges executing the same voluntarily and freely by the authority vested in him by said municipal corporation and who is personally known to me or has produced a _____ as identification.

Notary Public: Matt A. Crabtree

Print Name: Matt A. Crabtree

NOTARY PUBLIC, State of Florida

Serial No: DD776435 My Commission Expires: 4/7/2012

NOTARY PUBLIC-STATE OF FLORIDA
Matt A. Crabtree
Commission #DD776435
Expires: APR. 07, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Exhibit (*Justification letter*)

03/05/08



Justification Letter

The South Florida Church of Christ (9191 Orange Dr., Davie, FL) is petitioning the Town of Davie for a Developer's Agreement. Currently, the front sign on the south side of the property, on Orange Dr., is under the jurisdiction of Davie, but was formerly controlled by Broward County. There exists an agreement between Cornerstone Church (the previous owners) and Broward County to allow the sign in the right of way. The sign was permitted and erected in 1993.

Broward County Department of Engineering will not release Cornerstone from the agreement until Broward County has proof that a new agreement has been established between the South Florida Church of Christ and the Town of Davie. In 2006 the Town of Davie permitted the change of letter for the sign.

Therefore, the South Florida Church of Christ would like to enter into a covenant with the Town of Davie concerning the right of way at our entrance on Orange Dr.

Phil Spadaro
South Florida Church of Christ

SOUTH FLORIDA
CHURCH OF CHRIST
CHURCH OF CHRIST

9191 Orange Dr.
Davie, FL 33328
954-767-0880

RECEIVED

JUN 16 2008

Town of Davie
Planning & Zoning

JOHN E. NEWMAN SURVEY
, PG. 26, DADE COUNTY RECORDS)

Readings taken at 8:30 pm
on 06/11/2008. All units are
foot-candles. Distance on
west approach readings
approximately 30 ft apart.
Light sources indicated include
elevated pole light on Orange Dr.,
two ground lamps pointed toward
sign located on the island.

88°29'49"E 348.77' (MEAS.)
88°23'13"E 348.87' (PLAT)

BRICK PAVEMENT

CHALK LINE FENCE

1"=50'

N

W + E

S

S88°23'13"W
150.00'

N84°46'13"W
100.72'

S88°23'13"W
100.72'

200.00'

N84°46'13"W
100.72'

S88°23'13"W
30.37'

50' OFFICE

BRICK ROOF & CAP

12" CORRUGATED

STEEL PIPE

ROOFING (TYPICAL)

ASPHALT PAVEMENT

50' OFFICE

BRICK ROOF & CAP

12" CORRUGATED

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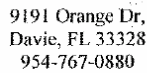
ROOFING (TYPICAL)

ASPHALT PAVEMENT

50' OFFICE

BRICK ROOF & CAP

12" CORRUGATED



JUN 16 2008

Town of Davie
Planning & Zoning

JOHN E. NEWMAN SURVEY
PG. 26, DADE COUNTY RECORDS)

Readings taken at 8:30 pm on 06/11/2008. All units are foot-candles. Distance on west approach readings approximately 30 ft apart. Light sources indicated include elevated pole light on Orange Dr., two ground lamps pointed toward sign located on the island.

38°29'49"E 348.77' (MEAS.)
38°23'13"E 348.87' (PLAT)

BOOK PAPER DRIVE

1" = 50'

S88°23'13"W
150.00'

N84°46'13"W
100.72'

S88°23'13"W
S016°47'E

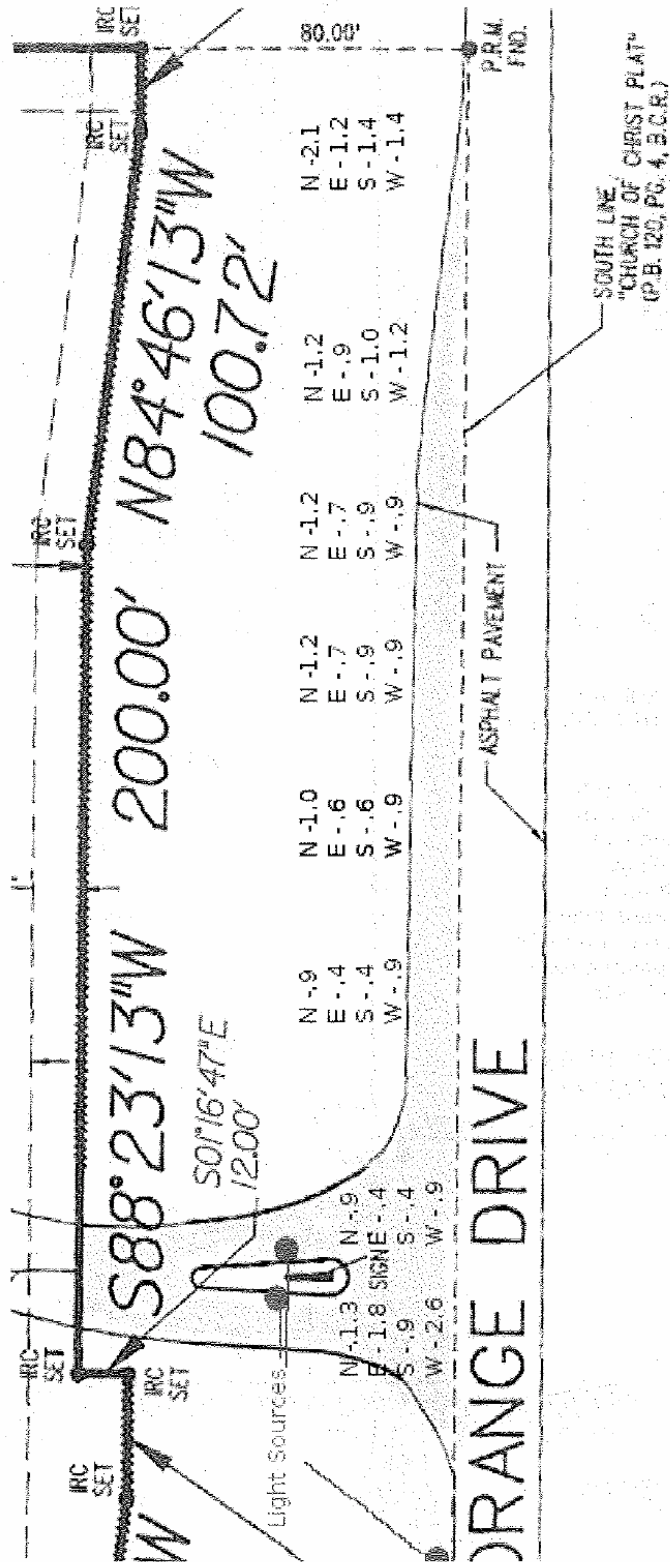
200.00' NE

46'13"W

S88°23'13"W
30.37'

S88
19.9.

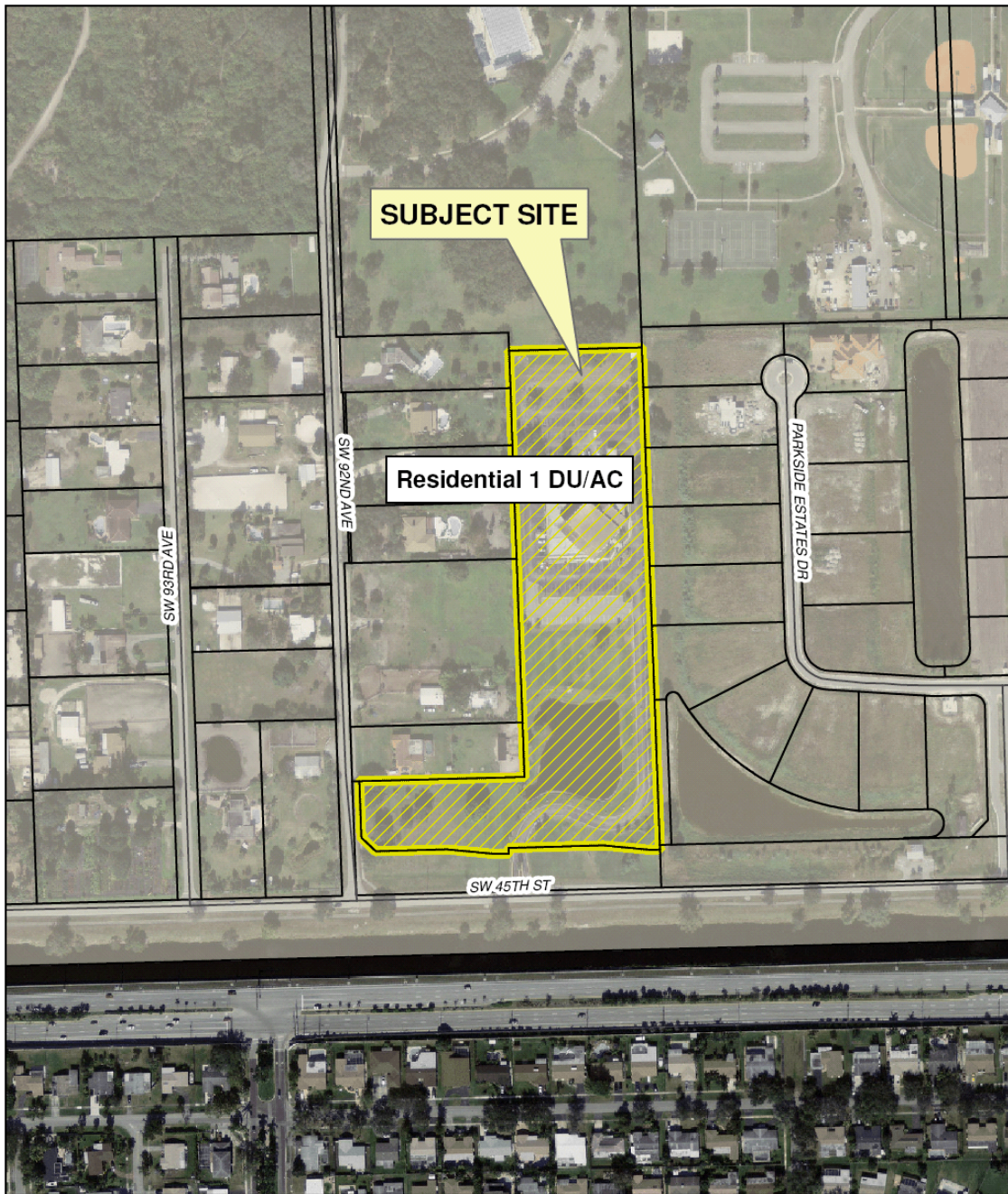
Attachment (Survey)



Attachment (Sign Picture)



Attachment (*Future Land Use Plan Map*)



Date Flown:
1/2/2008



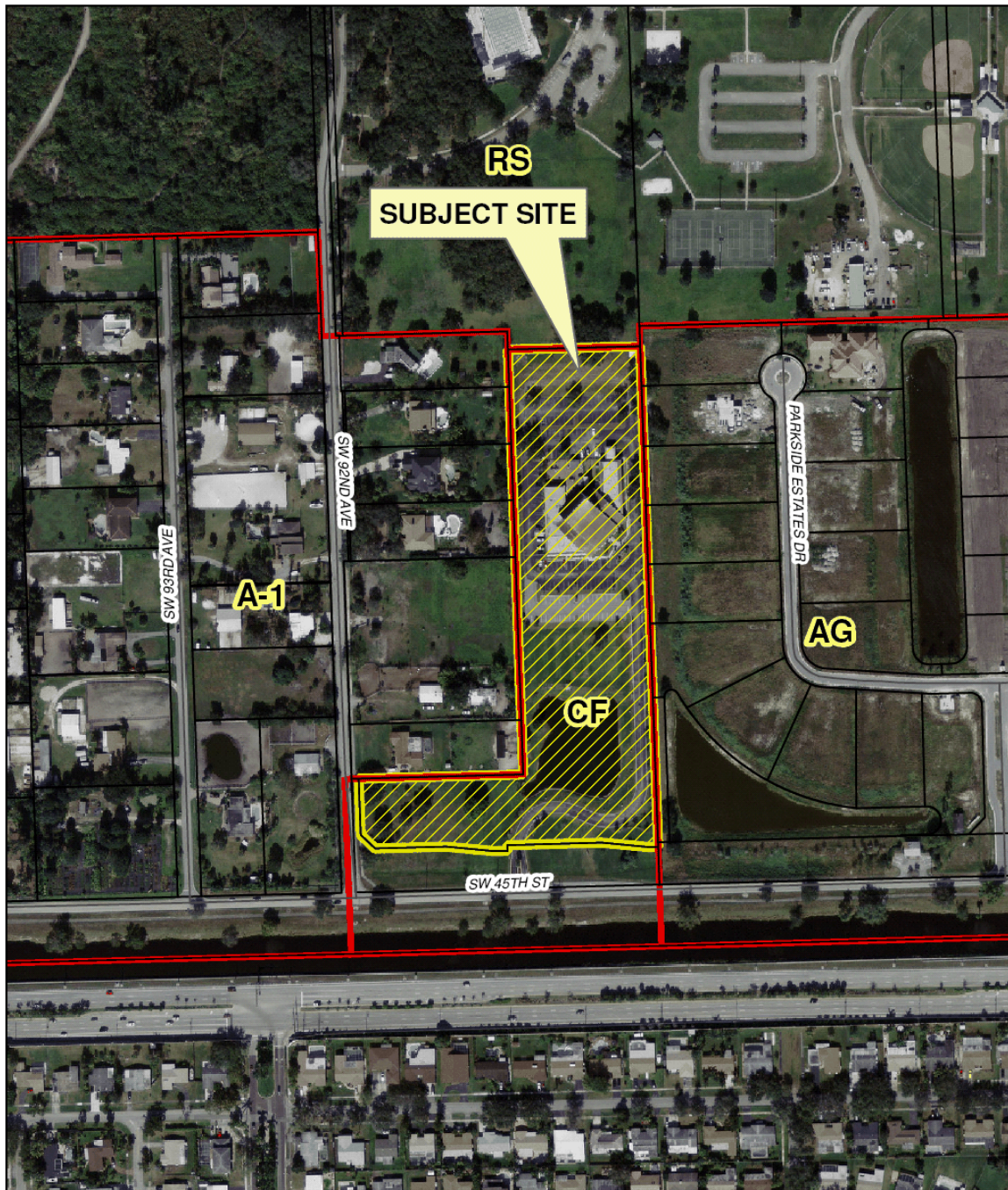
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Feet

Prepared by the Town of Davie GIS Division

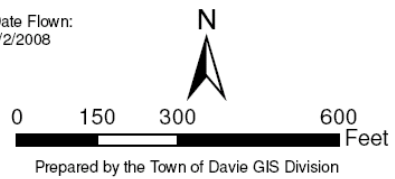
Developer's Agreement
DA 3-1-08
Future Land Use Map

Prepared by: ID
Date Prepared: 4/3/08

Attachment (Zoning and Aerial Map)



Date Flown:
1/2/2008



Developer's Agreement
DA 3-1-08
Zoning and Aerial Map

Prepared by: ID
Date Prepared: 4/3/08